

This Form furnished by:

Cahaba Title, Inc.

1970 Chandalar South Office Park
Pelham, Alabama 35124

Representing St. Paul Title Insurance Corpora

This instrument was prepared by

(Name) Daniel M. Spitler
(Address) 1972 Chandalar Office Park
Pelham, Alabama 35124



Corporation Form Warranty Deed

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One Hundred Thousand and NO/100 ----- DOLLAR

to the undersigned grantor, W. M. Humphries Enterprises, Inc. a corporation

(herein referred to as GRANTOR) in hand paid by the grantee herein, the receipt of which is hereby acknowledged the said GRANTOR does by these presents, grant, bargain, sell and convey unto

Leonard H. White, Jr.
(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby County, Alabama described in Attachment A, attached hereto and incorporated herein.

Subject to easements and restrictions of record.

Also included in this deed is the right to use the sewage treatment plant, outfall lines, pumping station, and other sewage facilities presently located on the property owned by the Grantor and Mortgaged to Birmingham Trust National Bank, as set out in the sales contract attached as Attachment B and incorporated herein.

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Shelby Cnty Judge of Probate, AL
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TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, his, her or their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said GRANTEE, his, her or their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its authorized to execute this conveyance, hereto set its signature and seal, President, who

this the 29th day of August, 1980

ATTEST:

[Signature]
Secretary

W. M. Humphries Enterprises, Inc.

By [Signature]
William M. Humphries - President

STATE OF ALABAMA)

COUNTY OF SHELBY)

I,

a Notary Public in and for said County, in said State

hereby certify that William M. Humphries

whose name as President of W. M. Humphries Enterprises, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily and as the act of said corporation.

Given under my hand and official seal, this the 29th day of August, 1980

*Legal description of real property
conveyed from W. M. Humphries
Enterprises, Inc. to Leonard H.
White, Jr.*

A parcel of land located in the Southwest 1/4 of the Northwest 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of said 1/4 - 1/4 Section; thence in a Northerly direction, along the West line of said 1/4 - 1/4 Section, a distance of 533.47 feet to the Point of Beginning; thence continue along last described course, along said West line, a distance of 253.11 feet; thence 26 degrees 02 minutes 50 seconds right, in a Northeasterly direction, a distance of 401.84 feet; thence 18 degrees 45 minutes right, in a Northeasterly direction, a distance of 229.37 feet; thence 90 degrees right, in a Southeasterly direction, a distance of 280.0 feet; thence 90 degrees right, in a Southwesterly direction, a distance of 105.0 feet; thence 9 degrees 22 minutes 30 seconds left, in a Southwesterly direction, a distance of 149.02 feet; thence 9 degrees 22 minutes 30 seconds left, in a Southwesterly direction, a distance of 145.09 feet; thence 13 degrees 01 minute 25 seconds left, in a Southwesterly direction, a distance of 131.75 feet; thence 13 degrees 01 minute 25 seconds left in a Southerly direction and parallel to the West line of said 1/4 - 1/4 Section, a distance of 120.72 feet; thence 90 degrees right, in a Westerly direction, a distance of 280.0 feet to the Point of Beginning.

Said parcel contains 5.0 Acres.

SALES CONTRACT

Attachment "B"

Date: 7/30/80

Birmingham, Alabama

The Undersigned Purchaser, Leonard H. White, Jr., hereby agrees to purchase and the Undersigned Seller, W. M. Humphries Enterprises, Inc., hereby agrees to sell the following described real estate situated in Shelby County, Alabama on the terms stated below:

The legal description of the property made the subject of this sales contract and the sales price will be verified when an accurate legal description and the acreage is determined by Allen Whitley, Engineer. The attached plat depicting property owned by the seller, in Chandalar South, Pelham, Alabama, and marked Parcel B, shows the general location and acreage of the property made the subject of this sales contract.

The approximate purchase price shall be as follows:

<u>PARCEL</u>	<u>ACREAGE</u>	<u>APPROXIMATE PRICE</u>
B	Approximately 5 acres at \$20,000.00 per acre	\$100,000.00
	TOTAL APPROXIMATE SALES PRICE	<u>\$100,000.00</u>

Earnest money, receipt of which is hereby acknowledged	
by seller-----	-----\$500.00
APPROXIMATE CASH ON CLOSING	<u>\$ 99,500.00</u>

Also included in the sales price is the right to use the sewage treatment plant outfall lines, pumping station, and other sewage facilities presently located on the property owned by the seller of the private sewage treatment plant with a gallonage allotment of 16,000 gallons per day for Parcel B. As additional consideration for the right to use the sewage treatment plant described above, Purchaser shall pay to Seller the sum of Five Hundred and No/100 Dollars (\$500.00) per unit as a tap-on fee for each unit added to the sewage treatment plant. Seller authorizes and directs Purchaser, or any unit owner using said sewage treatment plant, to make all tap-on fee checks payable to Birmingham Trust National Bank (the "Bank"), which Bank holds first and second mortgages on the sewage treatment plant. All such sums paid said Bank hereunder shall be applied first to interest and principal due and payable on that certain second mortgage loan made by Bank to Seller in the original principal amount of Fifty Thousand and no/100 Dollars (\$50,000.00), and the balance will be applied to the first mortgage thereon until all gallonage specified above has been utilized by Purchaser or Purchaser's assigns. Bank joins in the execution of this agreement solely for the purpose of agreeing to the aforesaid rights of Seller to enter into this agreement and to consent to the terms of this paragraph, as required under the terms of its agreements with Seller. Bank assumes no responsibility of any kind or nature for the operation, control (other than as contained in the second mortgage from Seller to Bank), or maintenance of the said sewage treatment plant. In addition to the tap-on fees specified above, Purchaser acknowledges that Seller, or its successors, will charge to each unit purchased a charge for use of the sewage treatment plant. It is anticipated that the entire treatment facility will be placed in trust for use by the present and future property owners. The requirements and provisions of this contract will be binding upon the trustees. In the further event that the private treatment facility is taken over by a municipal system, the parties all agree that this agreement may be modified to facilitate the municipal takeover of the facility.

In addition to the approximate 5 acres, purchaser has the right to have dedicated a 50 foot street across Parcels A-1, A-2, and A-3 in the attachment to this contract. Purchaser agrees to be responsible for the construction of any street required for development in the event purchaser demands this dedicated street prior to the development of a dedicated street across Parcels A-1, A-2, and A-3. At this time D. W. Humphries Construction and Development Company, Inc., has entered into a sales contract to purchase Parcels A-1, A-2, and A-3 and this purchaser shall not be required to proceed with this sale until D. W. Humphries Construction and Development Company, Inc., agrees to the dedication of the 50 foot street setout herein, in writing, by executing the agreement at the bottom of this sales contract.

The undersigned seller agrees to furnish the purchaser a standard form title insurance policy issued by a company qualified to insure title in Alabama, in an amount of the purchase price, insuring purchaser against loss on account of any defect or encumbrances in the title, unless herein excepted, otherwise, the earnest money shall be refunded. In the event both owner's and mortgagee's title policies are obtained at the time of closing, the total expense of procuring the two policies will be divided equally between the seller and the purchaser.

Said property is sold and is to be conveyed subject to any mineral and mining rights not owned by the undersigned seller and also zoning ordinances pertaining to said property.

The taxes are to be paid by seller for the tax year ending September 30, 1980

The sale shall be closed and the deed delivered on or before 30 days, except that the seller shall have a reasonable length of time within which to perfect title or cure defects in the title to said property. Possession is to be given on delivery of deed.

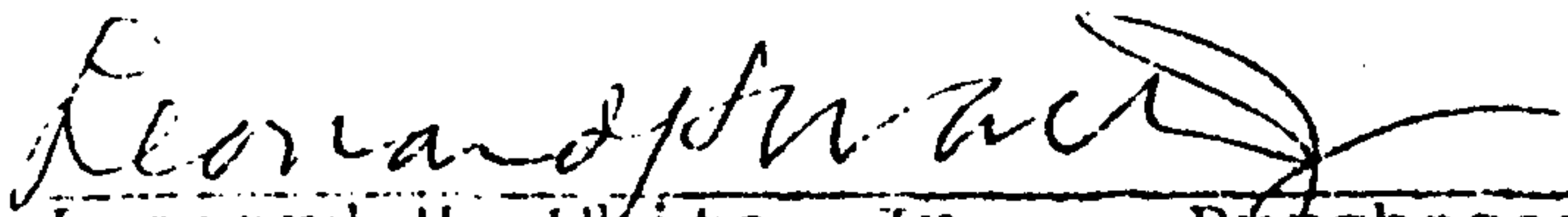
In the event the purchaser fails to carry out and perform the terms of this agreement the earnest money, as shown herein shall be forfeited as liquidated damages at the option of the seller, provided that the seller agrees to the cancellation of this contract.

Seller agrees to clear all mortgages on the property and agrees to convey said property to the purchaser by General Warranty Deed free of all encumbrances, except as hereinabove setout and seller agrees that any encumbrances not herein excepted or assumed may be cleared at time of closing from sales proceeds.


Unless excepted herein, seller warrants that he has not received any notification from any governmental agency; of any pending public improvements or requiring any repairs, replacements, alterations to said premises that have not been satisfactorily made.

This contract is binding upon the successors, assigns, grantees, and devisees of the parties herein.

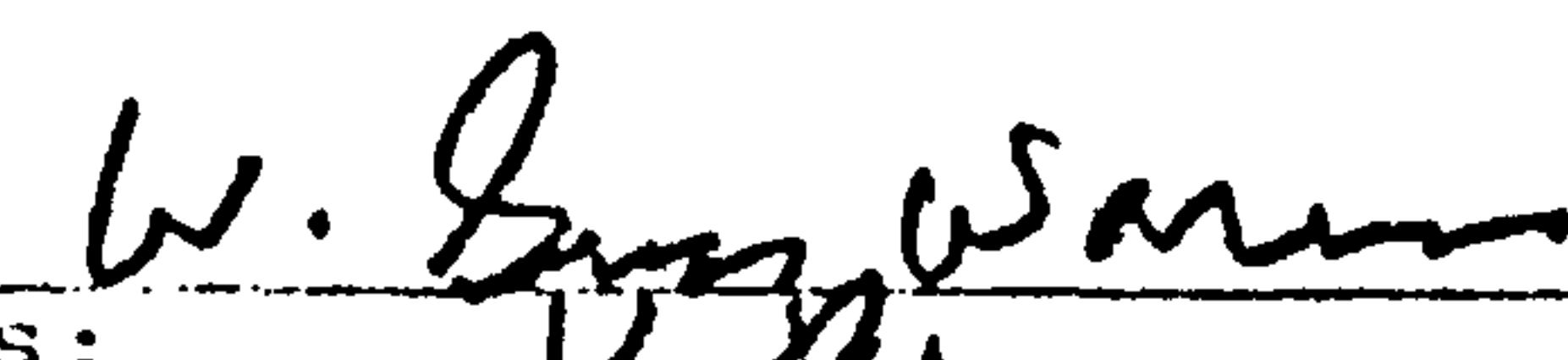
The contract states the entire agreement between the parties and merges in this agreement all statements, representations, and covenants heretofore made, and any other agreements not incorporated herein are void and of no force and effect, and all warranties herein made shall survive the delivery of the above deed.


Leonard H. White, Jr., - Purchaser

W. M. HUMPHRIES ENTERPRISES, INC.

By: 
William M. Humphries, President - Seller

BIRMINGHAM TRUST NATIONAL BANK

By: 
Its: W. J. Warren Mortgagee

The undersigned, D. W. Humphries Construction and Development Company, Inc. in consideration of \$1.00 in hand paid by Leonard H. White, Jr., the receipt and sufficiency of which is hereby acknowledged, agrees to release sufficient and suitable real property to dedicate a 50 foot right-of-way for a public street running from the West end of the present street (Wildewood Drive) to the approximate center of the East end of Parcel B. For the consideration recited herein D. W. Humphries Construction and Development Company, Inc., agrees to require and to accept its deed from W. M. Humphries Enterprises, Inc., for the adjacent property with this covenant

SALES CONTRACT
LEONARD H. WHITE, JR., PURCHASE FROM
W. M. HUMPHRIES ENTERPRISES, INC.
PAGE 3

setout in said deed.

D. W. HUMPHRIES CONSTRUCTION AND
DEVELOPMENT COMPANY, INC.

BY: *D. W. Humphries*
D. W. Humphries, President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Leonard H. White, Jr., whose name is signed to the foregoing sales contract, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the sales contract he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 30th day of July, 1980.

Daniel M. Spick
Notary Public

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William M. Humphries, whose name as President of W. M. Humphries Enterprises, Inc., a corporation, is signed to the foregoing sales contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the sales contract he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 30th day of Jul, 1980.

Daniel M. Spick
Notary Public

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that *H. Guy Walker*, whose name *Walker* President of Birmingham Trust National Bank, a corporation, is signed to the foregoing sales contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the sales contract he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 8 day of *Aug.*, 1980.

Arden M. Sharp
Notary Public

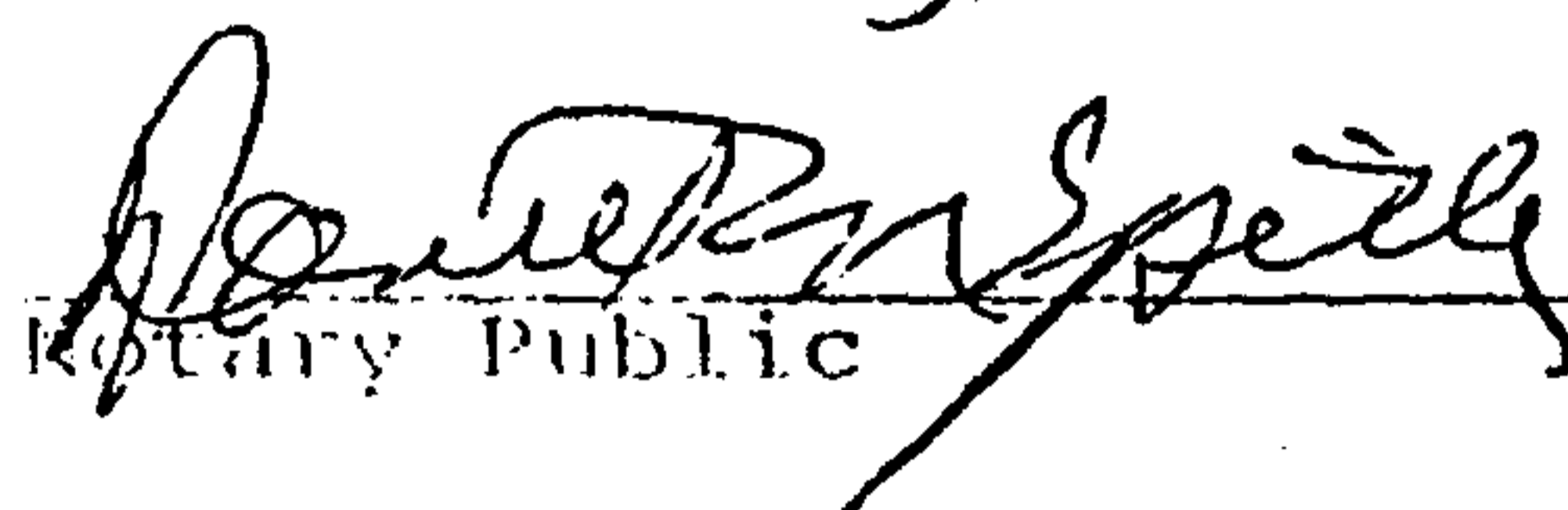
My Commission Expires Feb. 9, 1982

SALES CONTRACT
LEONARD H. WHITE, JR., PURCHASER FROM
W. M. HUMPHRIES ENTERPRISES, INC.
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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that D. W. Humphries, whose name as President of D. W. Humphries Construction and Development Company, Inc., a corporation, is signed to the foregoing sales contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the sales contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 31st day of July, 1980.


Notary Public

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Shelby Cnty Judge of Probate, AL
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